

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Producers 88 (4-89) — Paid Up  
With 640 Acres Pooling Provision  
3 year lease for two lots

**PAID UP OIL AND GAS LEASE  
(No Surface Use)**

THIS LEASE AGREEMENT is made this 9 day of April, 2009, by and between ABF Freight System, Inc., as Lessor (whether one or more), whose address is **Attn: Real Estate Department, 3801 Old Greenwood Road, P.O. Box 10048 Fort Smith, Arkansas 72917-0048**, and **DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave Suite 1870 Dallas, Texas, 75201**, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

Tract 1: 3.377 Acres, more or less, being a portion of Lots 69,70,71,72,73, and 74, Sylvania Addition Second Filing to the City of Fort Worth, Tarrant County, Texas as recorded in Volume 204, Page 19, Plat Records, Tarrant County, Texas, and being all of that certain tract of land conveyed to Antimony Corporation by deed recorded in Volume 3885, Page 576, Deed Records, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Warranty Deed dated June 11<sup>th</sup> 1992 by and between The Antimony Corporation, as Grantor, and ABF Freight System, Inc., as Grantee, being recorded in Volume 10671, Page 1910, of the Deed Records, Tarrant County, Texas.

Tract 2: 2.070 Acres, more or less, being a portion of Lots 74,75,76, and 77, Sylvania Addition Second Filing to the City of Fort Worth, Tarrant County, Texas as recorded in Volume 204, Page 19, Plat Records, Tarrant County, Texas, and being all of that certain tract of land conveyed to Antimony Corporation by deed recorded in Volume 4876, Page 851, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain Warranty Deed dated June 11<sup>th</sup> 1992 by and between The Antimony Corporation, as Grantor, and ABF Freight System, Inc., as Grantee, being recorded in Volume 10671, Page 1910, of the Deed Records, Tarrant County, Texas.

in the county of Tarrant, State of TEXAS, containing **5.447** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-Five (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be Twenty-Five (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3, above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

12. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

See Exhibit "A" and Exhibit "A-1" attached hereto and by reference made a part hereof

**DISCLAIMER OF REPRESENTATIONS:** Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

**IN WITNESS WHEREOF,** this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

**LESSOR (WHETHER ONE OR MORE)**

ABF Freight System, Inc.

By: Walter J. Echols  
Walter Echols  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF ~~TEXAS~~ ARKANSAS  
COUNTY OF ~~TARRANT~~ SEBASTIAN

This instrument was acknowledged before me on the 9th day of April, 2009, by

Walter J. Echols

Cathy Manes  
Notary Public, State of Texas, ARKANSAS  
Notary's name (printed): CATHY MANES  
Notary's commission expires: 4-15-2015

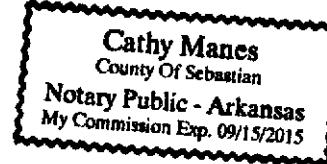


EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated April 9, 2009, between ABF Freight System, Inc., as Lessor, and Dale Property Services, LLC, as Lessee.

13. There Shall be no drilling or surface operations upon the leased premises and no pipelines are to be laid upon said land.

SIGNED FOR IDENTIFICATION:

LESSOR:

ABF Freight System, Inc.

By: Walter Echols  
Title: Vice Pres

See Exhibit "A-1" attached hereto and  
by reference made a part hereof.

## Exhibit "A-1"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated the 9 day of April, 2009, by and between ABF Freight System, Inc., whose address is Attn: Real Estate Department, 3801 Old Greenwood Road, P.O. Box 10048, Fort Smith, AR 72917-0048, as Lessor and Dale Property Services LLC, whose address is 2100 Ross Avenue, Suite 1870, Dallas, TX 75201, as Lessee.

For recording purposes only, this Lease covers 5.47 gross acres and 5.47 net acres, more or less.

1. In the event of any conflict between the language as stated in this Exhibit "A-1" and the language as stated hereinabove, the language in this Exhibit "A-1" shall prevail.

2. a. Royalty paid to the Lessor on any sulfur produced and marketed from the leased premises shall be a royalty equivalent to the royalty stipulated herein for oil and/or gas production.

b. Lessee shall commence the payment to Lessor of the aforesaid royalties no later than 120 days following the date of first sale of production.

c. Notwithstanding the provisions of paragraph 3 of the preprinted provisions of this lease, Lessor's royalty shall be a free royalty and shall not bear any costs or expenses, including those of producing, gathering, storing, separating, treating, dehydrating or compressing the gas or transporting the gas. Lessor's royalty shall bear its share of severance or applicable taxes.

d. The royalties as hereinabove provided shall be due and payable without any duty or obligation by the Lessor to sign, execute, or ratify any division orders, transfer orders, unitization agreements, or similar instruments. If so requested by Lessor, Lessee agrees to provide Lessor with photocopies of division order title opinions or other documents or instruments relating to Lessor's interest ownership in any producing well(s) containing property described herein.

3. Notwithstanding any wording in this lease to the contrary, it is hereby agreed between Lessor and Lessee that this lease covers only oil, gas, and sulfur in liquid, gaseous or vaporous forms or state, which can or may be produced through the bore of a well. No other minerals or substances, including iron ore, coal, lignite and gravel, shall be covered hereby.

4. a. In the event Lessee elects to pool the leases premises in accordance with paragraph 6 of the preprinted provisions of this lease, all of the leased premises must be pooled. Failure to comply with this provision will result in a termination of the lease.

b. At the expiration of the primary term, this lease shall terminate as to all depths and horizons lying deeper than 100 feet below the base of the deepest producing formation of any well then drilled within the unit with which the leased premises have been pooled.

c. Within 90 days after the termination of this lease and/or any depths covered by this lease, Lessee shall file for record in Tarrant County, Texas, a release of the acreage and/or depths which have terminated hereunder and provide Lessor with a recorded copy.

5. a. The shut-in royalties provided for in paragraph 3 of the preprinted provisions of this lease shall be thirty dollars per acre, not one dollar per acre.

b. In no event shall shut-in well payments maintain this lease, or any portion thereof, for a period exceeding three years in the aggregate without the specific written permission of Lessor. Failure to comply with this provision shall result in a termination of the lease.

6. This lease shall inure to the benefit of, and be binding upon, Lessee and its successors and assigns, and shall be a burden running with the land. Lessee shall have the right to assign, transfer, or sublease any of its rights or duties hereunder. In the event of assignment by Lessee, one party, and only one party, herein called the "Operator" of the lease, shall be and remain primarily responsible for payment of royalties and rentals due under the lease, provided however, that the fact that one party is primarily responsible for payment of royalties and rentals, and other leasehold duties and obligations, shall not relieve any other owner from his, her, or its direct obligation for payment of royalties and rentals, and other leasehold duties and obligations. Dale Property Services LLC ("Operator") shall be designated as Operator, and serve as Operator, and shall be the one party responsible for payment of all royalties and rentals, for giving and receiving notices due under the terms of the lease, and for otherwise carrying out the duties and obligations of the Lessee under the lease. Neither Lessee, nor Assignee(s) shall have the right to assign the designation of Operator without the express prior written consent of Lessor, which consent shall not unreasonably be withheld. The Operator's address for notice purposes under the lease is: 2100 Ross Ave., Suite 1870, Dallas, TX 75201.

7. a. Lessee shall be solely responsible for all damage to property and injury to persons, including death, by reason of, or in connection with, its operations hereunder and does hereby agree to protect, save harmless, and indemnify Lessor from and against any and all claims and liability for damages to property and injuries, including death, to persons, including, but not limited to, Lessee's employees, agents, and contractors, such damages or injuries arising out of, or in connection with Lessee's operations hereunder, and Lessee shall, at Lessee's sole expense, handle all such claims, defend lawsuits or other actions which may be brought against Lessor therein, pay all judgments rendered against Lessor therein, and reimburse Lessor for any expenditure which it may make on account thereof, including but not limited to Lessor's reasonable attorney fees, unless such damage or injury is caused solely by Lessor's acts, omissions, or negligence. Furthermore, Lessee agrees that this indemnification shall be applicable to any claims and liability resulting from or in connection with the release of any nature onto or under the ground, into the water or ground water, or into the air by Lessee from or upon the premises, and such indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release by Lessee from or upon the premises and all expense incurred by Lessor as a result of such civil action, including but not limited to Lessor's reasonable attorney and engineering fees. Lessee's obligations pursuant to this subparagraph shall survive termination of this lease.

b. Lessee agrees to be subject to and comply with any and all Federal and State Laws, Executive Orders, Rules, or Regulations, including those governing environmental protection, hazardous or toxic waste, reclamation and laws and regulations related to forest practices, tree farming and fire prevention. Lessee agrees to keep the leased premises free of any lien imposed pursuant to any environmental law relating to the presence, release or remediation of hazardous materials on the premises or the presence, release or remediation of hazardous materials generated, transported, or disposed of by Lessee.

c. During the term of this lease, Lessee shall, at its expense, maintain in force and effect minimum insurance in a form subject to approval of Lessor and with an insurance company approved by Lessor in accordance with the following provisions:

- (a) Worker's Compensation and Employers' Liability Insurance, in accordance with all applicable State and Federal Laws and endorsed specifically to include the following:
  - (1) Employers' Liability, subject to a limit of liability of not less than \$1,000,000 for any one accident or occurrence.
  - (2) "Borrowed Servant" endorsement, stating that a claim brought against lessor as a "Borrowed Servant" by an employee of Lessee, will be treated as a claim against Lessee.
- (b) Comprehensive General Liability Insurance, with limits of liability of not less than the following:
  - Bodily Injury/Property Damage
  - Combined any one occurrence: \$2,000,000
  - Such insurance shall include the following:
    - (1) Contractual Liability, insuring the indemnity agreements contained in this contract.
    - (2) Coverage for property damage due to blasting and explosion, structural property damage, underground property damage, and surface damage from blowout and cratering.
    - (3) Lessee shall purchase Extended Reporting Provision if policy is written on a claims-made basis and is non-renewed or canceled.

(c) Comprehensive Automobile Liability Insurance, with limits of liability of not less than the following:

Bodily Injury/Property Damage

Combined any one accident or occurrence: \$2,000,000

Such coverage shall include owned, hired and non-owned vehicles.

(d) Operators Extra Expense insurance covering control of well, redrill and seepage & pollution including the following coverage extensions: underground blowout, extended redrill, contingent joint ventures liability, making wells safe, care custody & control Exhibit "E" Page 1 of 2 and unlimited redrill with a limit of liability of not less than the following:

\$5,000,000 any one occurrence.

Each insurance policy maintained by Lessee, must be endorsed as follows:

- (1) Lessor, its owners, subsidiaries and affiliated companies, as well as their employees, officers, and agents shall be named as "Additional Insured." (Except for Worker's Compensation Policy.)
- (2) All coverages shall contain waivers of subrogation (whether by loan receipts, equitable assignment, or otherwise) against Lessor, its owners, subsidiaries and affiliated companies, as well as their employees, officers and agents.
- (3) The coverage afforded hereing shall be primary in relation to any policies carried by Lessor, its subsidiaries, owners and affiliated companies, as well as their employees, officers and agents.

Lessee shall furnish Lessor with certificates of insurance evidencing compliance with his obligation prior to commencement of operations hereunder and shall give Lessor thirty (30) days notice of any proposed change or cancellation of insurance carriers or coverage.

If lessee should violate the provisions of this paragraph 8, and should such default continue for a period of 20 days after written notice thereof shall be given by Lessor to Lessee, then Lessor shall have the right at any time after said 20 days to terminate this Lease and all other rights of Lessee hereunder shall thereupon terminate.

8. Anything in this lease to the contrary notwithstanding, the parties further agree that for all purposes of this lease, the rights granted to Lessee are limited to those owned by Lessor, and Lessor makes no representation or warranty as to its title, or as to its ownership of any rights or interests in the premises, or as to the existence, quality, or location of oil and gas under the premises either expressed or implied, not even as to the return of the bonus money or the return of any other payments made to Lessor by Lessee, including but not limited to revenue overpayments. It is specifically understood and agreed that Lessor shall be under no liability or duty if any claim be made or established or litigation instituted by any third party as to the title or ownership of Lessor in or to any portion of the premises. If Lessor owns an interest in the oil, gas, gas derivatives, elemental sulfur, and liquid hydrocarbons in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that its interest bears to the whole and undivided fee and in accordance with the nature the estate of which Lessor is seized. This lease and the Lessee's rights hereunder are expressly made subject to all rights-of-way, easements, roadways, reservations, leases, units, pooling agreements and designations, unit agreements and operating agreements, orders, and contracts of whatsoever kind or other matters now affecting the premises or use thereof whether recorded or unrecorded, or visible on the ground.

9. In the event a well(s) is completed on land or lands pooled therewith, adjacent to the leased premises and produces oil and/or gas in paying quantities, then it is considered that the leased premises are being drained, and Lessee agrees to protect the leased premises by drilling such offset well(s) as a prudent operator would drill under the same or similar circumstances.

10. Upon written request by Lessor, Lessee shall advise Lessor in writing within thirty (30) days after the date of completion and/or abandonment of each well drilled on the premises or on land consolidated therewith.

11. a. Lessee shall have no rights of ingress and egress to the surface of the leased premises and the surface of the leased premises shall not be used for any purposes whatsoever by Lessee. For purposes of the preceding sentence, "surface" shall mean from the surface of the earth down to a depth of 500 feet subsurface. Nothing herein is intended to prevent Lessee from penetrating the subsurface in and under the leased premises so long as any penetration is at least 500 feet below the surface.

b. Notwithstanding the other terms of this lease, nothing contained in this lease is intended to grant to Lessee the right to conduct seismic and other geophysical or geochemical survey operations across the leased premises and all such rights are expressly reserved to Lessor.

**AGREED TO AND ACCEPTED**

*Lessor:*

ABF Freight System, Inc.

By: Walter Echols

Print Name: WALTER ECHOLS

Its: Vice Pres

Date: 4-9-09

*Lessee:*

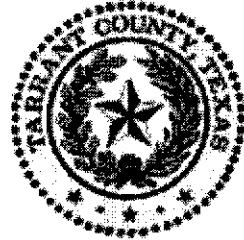
Dale Property Services

By: Mike Taliroff

Print Name: Mike Taliroff

Its: President

Date: 4-14-09



DALE RESOURCES LLC  
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 04/20/2009 03:59 PM  
Instrument #: D209104985  
LSE 8 PGS \$40.00

By: \_\_\_\_\_



**D209104985**

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

Printed by: MC